

United States District Court
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

NATHAN BILLER, INDIVIDUALLY AND	§	
ALL OTHERS SIMILARLY SITUATED	§	
	§	Civil Action No. 4:16-CV-43
v.	§	(Judge Mazzant/Judge Nowak)
	§	
RMCN CREDIT SERVICES, INC.,	§	
DOUGLAS PARKER, JULIE PARKER	§	

ORDER

Came on to be considered this day the Notice of Filing Agreed Notice (Dkt. #35) filed jointly in this cause by named Plaintiff Nathan Biller and Defendants RMCN Credit Services, Inc., Douglas Parker, and Julie Parker. By and through the Notice of Filing Agreed Notice, the Parties submit a proposed Agreed Notice Form to be sent to the Hourly Employees, a class of potential plaintiffs identified in the Court's May 3, 2017 Memorandum (Dkt. #34).

According to the United States Supreme Court, a collective action is most beneficial when employees receive "accurate and timely notice concerning the pendency of the collective action, so that they can make informed decisions about whether to participate." *Hoffmann-La Roche Inc. v. Sperling*, 493 U.S. 165, 171-72 (1989). In this vein, the Court must therefore exercise its discretion in "monitoring preparation and distribution of the notice" to "ensure that it is timely, accurate and informative." *Id.* at 172. After reviewing the proposed Agreed Notice Form (Dkt. #35, Exhibit), the Court adopts it with the following changes:

The Court strikes the first iteration of Defendants' denial of liability (in the "What's This About?" section) and inserts the second iteration of Defendants' denial of liability (in the "What Can I Get if I Participate?" section) in place of the first. Additionally, the Court removes the

sentence indicating the Court has not yet decided who will win the lawsuit, as the language at the foot of the notice makes this clear.

The Court further removes the bolding on “two times” from the proposed notice (in the “What Can I Get if I Participate?” section), as it emphasizes a hypothetical recovery.

The Court lastly strikes the word “and” and replaces with the word “any,” as it appears “and” constitutes a typographical error (in the “What Are My Choices?” section).

These changes are reflected in the Notice attached as the Exhibit to this order. In light of the Court’s findings herein, and considering the Court’s May 3, 2017 Memorandum (Dkt. #34), IT IS:

ORDERED, ADJUDGED AND DECREED that the Notice attached as the Exhibit to this order and the Consent to Join Lawsuit form (Dkt. #18, Exhibit B) are conditionally approved (subject to Plaintiff’s completion of any dates left blank). Notice shall be issued by Plaintiff’s counsel within fifteen (15) days of the date that Plaintiff’s counsel receives the full list of Hourly Employees from Defendants. Such Notice shall be mailed by first-class mail. The mailing shall include the Notice attached as the Exhibit to this order and the Consent to Join Lawsuit form (Dkt. #18, Exhibit B) and a return-addressed stamped envelope. Plaintiff’s counsel may also disseminate the forms by e-mail. Defendants shall post the Notice and Consent/Information forms in a conspicuous place at Defendants’ facility for a period of sixty (60) days commencing fifteen (15) days after the date of this order.

Any Consent forms returned to Plaintiff's counsel by the Hourly Employees shall be filed within forty-five (45) days of the date that Plaintiff's counsel receives the full list of Hourly Employees from Defendants. If such list is sent piecemeal, the forty-five (45) days shall begin to run on the date that the last address or other identifying information is sent by Defendants to Plaintiff's counsel.

SIGNED this 23rd day of May, 2017.


AMOS L. MAZZANT
UNITED STATES DISTRICT JUDGE

Exhibit

If you worked for RMCN Credit Services, Inc. as an Hourly-Paid Employee, you may be entitled to unpaid overtime wages.

Why Did I Get This Notice?

You have been identified as someone who worked for RMCN Credit Services, Inc. ("Repair My Credit Now") as an Hourly-Paid Employee between May 3, 2014 and the present.

What's This About?

Former Hourly-Paid Employees filed a lawsuit claiming Repair My Credit Now failed to pay overtime as required by federal law. The lawsuit alleges these individuals worked more than 40 hours a week and were not paid overtime pay and that they are owed unpaid overtime wages, liquidated damages, attorneys' fees and costs. RMCN Credit Services, Inc. denies that it has violated the law and denies that it owes any unpaid wages.

What Can I Get if I Participate?

If the lawsuit is successful, those participating may get an amount up to two times the unpaid wages they should have received, plus attorneys' fees and costs. If the workers lose, they will get nothing.

You should be aware that this collective action is only in the early stages. The right to recovery is not established and not certain. Your decision to participate in this lawsuit does not guarantee that you will receive money.

Can I be Retaliated Against?

NO. *It is unlawful for Repair My Credit Now or your current employer to terminate or take any adverse action against you as a result of your participation in this suit.*

How Do I Participate in This Case?

If you want to join the lawsuit as a plaintiff, fill out the enclosed *Consent to Join Action* and mail, email, or fax it back. It must be received by:

[mailing date + 60 days]

What Are My Choices?

Participation in this lawsuit is voluntary. The Court has not yet made a decision on the merits of this case. If you choose to join in this case, you will be bound by the result in this case, whether it is favorable or unfavorable.

Plaintiffs' attorneys are being paid on a contingency fee basis, which means that, if there is no recovery, you will not be required to pay any of Plaintiffs' legal fees. If there is a recovery, Plaintiffs' attorneys will receive a percentage of any recovery obtained or may seek to obtain a Court Order under which they may receive a fee through a separate payment by RMCN Credit Services, Inc.

If you do not wish to join the lawsuit as a plaintiff, you are free to take action on your own or do nothing.

How Can I Get More Information?

To learn more, call the workers' attorneys at 214-749-1400. The call is free and confidential.

Or write to:

Lee & Braziel, LLP
RMCN Credit Services, Inc. Overtime Pay Claims
1801 N. Lamar St., Suite 325
Dallas, TX 75202
214.749.1400 (phone)
214.749.1010 (fax)
info@l-b-law.com
www.overtimelawyer.com

The United States District Court approved this Notice but takes no position on the merits of the case.